

MEMORANDUM OF AGREEMENT

Between
The Incorporated County of Los Alamos and
the
New Mexico Department of Health, Public Health Division

This Agreement entered into this _____ day of _____, 2007 by and between the County of Los Alamos, New Mexico (County) and New Mexico Department of Health, Public Health Region 2 (Division)

Purpose:

The County of Los Alamos enters into this Agreement with the New Mexico Department of Health, Public Health Region 2 for the purpose of providing community public health services, including but not limited to Women Infants and Children (WIC), Families First Program (FF), and Children's Medical Services (CMS) for the community of Los Alamos and the immediate surrounding areas, including White Rock. County has obtained premises for the services contemplated herein by entering into a lease agreement ("Lease") with Boomtown, LLC, a copy of which is attached hereto and incorporated by reference for all purposes. Both parties agree to abide by the terms and conditions of the Lease.

Term and Effective Date:

This agreement shall become effective upon the date first referenced above or as soon thereafter as approved by any necessary respective Agency Heads and shall remain in effect until terminated as provided herein.

Scope of Agreement:

The Division Agrees to:

- A. Provide for maximum public access to the Los Alamos Public Health Office within available funding levels, including but not limited to WIC Program nutrition services and Health services Monday through Friday during normal business hours, 8:00 am to 5:00 pm as individual program funding permits and CMS program services on an as needed basis, except on state recognized holidays.
- B. Provide for the necessary office staffing, including state licensed registered nurse(s), WIC nutritionist(s), state licensed CMS social worker(s), and administrative support staff in order to provide public health services to the residents of the County of Los Alamos and surrounding area as program funding permits.
- C. Provide professional level staff to participate in the local community health council and the local emergency planning committee.
- D. Comply with Health Information Protection and Portability Act (HIPPA) provisions, State of New Mexico and Department of Health (DOH) policy, rules and regulations concerning provision of client services and confidentiality.

Provide adequate empty office space, as shown in Exhibit A to the Lease or as otherwise may be agreed upon by the parties, for the County to administer the County's Indigent Healthcare funding program. Ingress, egress, hallways, restrooms, break areas and such other areas as may be agreed to by the parties shall be deemed common areas for both parties and neither party shall restrict access to said areas by the other party, provided, that each party shall not otherwise be entitled to access to the offices, examining rooms and other premises of the other party except by permission, and each party shall be responsible for securing its own said designated areas.

- F. Per terms of the lease agreement, report any minor building maintenance issues in writing to the County in a timely manner to resolve issue and report any other building maintenance issues in writing in a timely manner to the building owner (Boomtown, LLC – c/o Jerry Mosher, 4441 Anaheim NE, Albuquerque, NM 87113; Phone: (505) 828-1008) and provide the County with a courtesy copy of any written notices sent to the Building owner.
- G. Provide for payment of telephone service that includes local and long distance charges, equipment procurement charges, fax machine(s) and all telecommunications equipment and system maintenance charges within the building.
- H. Provide for a computer network system and payment of computer Internet service. This includes installation of equipment, equipment procurement charges, and computer equipment and system maintenance within the building.
- I. Notify the County of Los Alamos County Administrator's Office of any extended office closure (more than three (3) days) or changes in provision of services schedule due to unforeseen illness or inclement weather, training requirements, mandated state meetings, or state program funding.
- J. Provide Division staff with equipment, furniture and supplies necessary to provide services in this agreement.
- K. Procure and pay for all janitorial services for facility.
- L. Provide travel reimbursement and/or transportation for WIC, CMS, and Health Services staff making FF home visits or covering surrounding areas as needed.
- M. Provide for bio-hazardous waste pick up and disposal services.
- N. Provide for building signage that complies with terms of the lease and the County signage policy and is visible from road way identifying services provided in building and funding source for services, "i.e. Department of Health, Public Health Division, Region 2, Los Alamos Public Health Office" and "WIC Program, Families First Services, and Children's Medical Services, location address, and may include main telephone number and office hours".
- O. Cooperate with any County effort to obtain reimbursement from the state of New Mexico for the cost of renovations to the Los Alamos Public Health Office.
- P. Actively participate in the design of the Los Alamos Public Health Office and related matters regarding tenant improvements, communicating as necessary with the County, contractor(s), architect(s) and building owner.

Pursuant to Section 24-4-2 NMSA, 1978 and the attached lease, the County agrees to:

- Q. House Division's assigned staff at 1183 Diamond Drive, Suite 200, Los Alamos, NM 87544, according to the diagram of the premises as shown in Exhibit A to the Lease.
- R. Provide the necessary staff, office furniture and equipment to provide administration of the County's Indigent Healthcare Funding program.
- S. Provide for adequate client and staff parking during office hours per terms of the attached lease.
- T. Permit Division to utilize Division-sponsored public health activities during the term of this agreement.
- V. Provide for timely response to building and grounds maintenance requests as specified in the attached lease and in Paragraph F above
- W. Obtain Division's preliminary input and approval on any proposed building modifications, additions, or agreements to house other County programs at the same location or in said building located at 1183 Diamond Drive, Los Alamos, NM 87544

Compensation:

Neither Party shall be obligated to compensate the other party for the services identified above under "Terms of Agreement."

Administering Agency:

The administering agency is the County of Los Alamos, New Mexico.

Property:

The parties understand and agree that the ownership of property acquired as a result of this MOA shall be determined by the terms of Paragraph IX in the attached lease.

Termination of Agreement:

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 60 days prior to intended date of termination, provided, that if the Lease is terminated as provided therein, this agreement shall automatically terminate. Upon termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

Liability:

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties. Each party shall be responsible for insuring against damage to its own personal and/or real property.

Third Party Beneficiaries:

By entering into this Agreement, the parties do not intend to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

New Mexico Tort Claims Act:

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., N.M.S.A. (1978), as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

Amendment:

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

Region II Director
NM Department of Public Health
605 Letrado Street
Santa Fe, New Mexico 87505

Date: _____